

REMARKS

Claims 1-29 are pending in this application. Claims 1-29 are rejected under 35 USC 103 as being unpatentable over U.S. patent 5,432,904 to Wong.

The applicants traverse the rejection of the claims under 35 USC 103.

The Examiner states that Wong discloses "defining a plurality of parts kits ... which groups would be for predefined collision events involving a region (this would be inherent)". The applicants find no basis for concluding that the parts groups of Wong would inherently be related to predefined collision events involving a region. To the contrary, Wong defines parts groups that clearly are not related to damage events, since at column 6, lines 21-28 Wong describes how any number of parts from any number of groups can be selected for a repair. Thus, Wong actually teaches away from the concept of defining repair kits including parts that would have to be replaced to repair damage caused by a predefined collision event involving a particular regions of the locomotive. Thus, the rejection under 35 USC 103 is not supported by the art and should be withdrawn. Transmitted herewith is a Declaration of Brian Lee Badger under 37 CFR 1.132 providing expert opinion that Wong does not inherently teach or suggest parts groups that are related to predefined collision events.

Independent claim 1 has been amended herein to add the limitation that user's assessment of damage to one of the regions of the locomotive and the designation of a specific repair kit in response to the assessment is accomplished "prior to the selected locomotive arriving at a repair location." The Wong reference describes the prior art process of assessing damage to a vehicle after it has arrived at a repair location when it is examined by an adjuster. Nothing in Wong teaches or suggests doing any assessment of damage or identification of parts necessary for the repair prior to the vehicle arriving at the repair location.

When commenting on claim 9, the Examiner states that Wong discloses designating a specific repair kit prior to the locomotive arriving at the center after the user provides photographic evidence. However, Wong does not provide such photographic evidence prior to the vehicle arriving at the repair center. To the

contrary, Wong merely reiterates that the adjuster can take one or more pictures of the damaged vehicle, and Wong provides a system for associating such photos on a display monitor together with the list of parts that was prepared by the adjuster. Thus, Wong fails to appreciate the problem solved by the present invention, and Wong fails to teach or suggest any ability to prepare for needed repairs prior to a damaged vehicle arriving at a repair location.

Claim 2 has been amended herein to add the limitation that all of the parts included in the repair kit are transported to the repair location "prior to the selected locomotive arriving at the repair location." Wong cannot teach or suggest such a step because nothing in Wong would enable the identification of the necessary parts prior to the vehicle arriving at the repair location.

Claim 10 includes the limitation that the pictorial information regarding the damage is provided "prior to the locomotive arriving at the repair location." Wong teaches away from this limitation because Wong relies on the adjuster to obtain such pictorial information when selecting the parts for repair.

Claim 11 provides the limitation of "enabling the user to communicate the assessment of the damage by selecting a region of the locomotive via the graphical user interface." This limitation is significantly lacking from Wong, since Wong utilizes upon the prior art method of relying on an experienced adjuster to compile a part-by-part estimate after examining the damage. Claim 11 facilitates the assessment of the damage by a non-experienced person, such as an operator on-board the locomotive (specification page 9, lines 2-6). Because the repair kits are associated with specific damaged regions of the locomotive, an inexperienced user can communicate an assessment of the damage by simply selecting a region of the locomotive that has been damaged via the graphical user interface. This high-level assessment is sufficient to allow preparations for the repairs to begin (i.e. ordering parts in the associated repair kit) before the locomotive even arrives at the repair location. Thus, Wong does not make the limitations of claim 11 obvious since Wong fails to even appreciate the problem that is being solved by the present invention, and Wong provides no suggestion of enabling a user to communicate an assessment of damage by selecting a region of the locomotive on a graphical user interface.

Independent claim 13 has been amended herein to include the limitation that the repair kits include parts that would have to be replaced to repair damage caused by a collision "associated with a respective region of the locomotive", with the user selecting a specific repair kit "in response to a collision involving one of the regions of the locomotive." Nothing in Wong teaches or suggests such a method of compiling a repair parts list. Wong actually teaches away from such a method by relying upon a detailed examination of the vehicle by an experienced adjuster. The invention of claim 13 allows the necessary parts to be identified as a predefined kit associated with a particular region of the locomotive that may be damaged.

Claim 22 has been amended herein to include the limitation that the specific repair kit is selected "prior to the locomotive arriving at the repair center." Wong teaches away from this limitation.

Claims 5, 9, 18, 19, and 25-27 have been cancelled herein.

New independent claim 30 has been added, including the limitations of "associating a plurality of repair kits with a respective plurality of regions of a locomotive, each repair kit comprising parts that would have to be replaced to repair damage to the locomotive caused by a predefined collision event affecting the respective region of the locomotive; identifying a region of the locomotive affected by a collision prior to the locomotive arriving at a repair location; recalling the repair kit associated with the region of the locomotive affected by the collision prior to the locomotive arriving at the repair location; and acquiring parts included in the recalled repair kit prior to the locomotive arriving at the repair location." Wong teaches away from such limitations by defining groups of parts that are not associated with a particular collision event and by waiting for the vehicle to arrive at the repair location before the listing of repair parts is prepared and the parts are acquired.

Claim 31 is added including the limitations of "associating each repair kit with both a region of the locomotive and with a level of collision severity in that region; identifying both the region of the locomotive affected by the collision and a level of collision severity of the collision prior to the locomotive arriving at the repair location; and recalling the repair kit associated with both the region of the locomotive affected by the collision and the level of collision severity of the collision prior to the locomotive

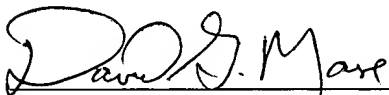
arriving at the repair location." Since Wong does not associate a listing of parts with a repair kit in any form, it is impossible for Wong to suggest associating a repair kit with both a region of locomotive and with a level of collision severity in that region.

Claim 32 is added including the limitation of "identifying parts of the locomotive that optionally may be upgraded in association with installation of the parts in the recalled repair kit; and acquiring the optionally upgraded parts as part of the recalled repair kit prior to the locomotive arriving at the repair location." Wong makes no mention of any such optional upgrades and provides no suggestion for incorporating such upgrades with a repair activity. The applicants traverse the Examiner's suggestion that the prices of Wong would inherently contain upgrades. While prices may rise from time to time, there is no teaching or suggestion in Wong that optional upgrades are tracked or are suggested as part of a repair. To the contrary, the adjuster of Wong would likely be using the actual damaged parts as the basis for the estimate and would likely be unaware of any optional upgrades.

Claim 33 is added including the limitation of "acquiring a photograph of the region of the locomotive affected by the collision prior to the locomotive arriving at the repair location; and using the photograph to identify the region of the locomotive affected by the collision prior to the locomotive arriving at the repair location." Nothing in Wong teaches or suggests such steps.

Reconsideration of the amended application in light of the above Remarks and allowance of claims 1-4, 6-8, 10-17 20-24 and 28-33 are respectfully requested.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "David G. Maire", is written over a horizontal line.

David G. Maire (Reg. No. 34,865)

Beusse Brownlee Wolter Mora & Maire, P.A.
390 North Orange Ave., Suite 2500
Orlando, FL 32801
Telephone: 407-926-7704